

EXHIBIT B

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

COMCAST OF INDIANAPOLIS, LP

Complainant,

v.

DUKE ENERGY INDIANA, INC.

Respondent.

File No. _____

**DECLARATION OF JAMES WALTERS IN SUPPORT OF POLE ATTACHMENT
COMPLAINT AND REQUEST FOR EXPEDITED REVIEW**

I, JAMES WALTERS, declare as follows:

1. I am the Manager of Construction for Comcast of Indianapolis, LP (“Comcast”), with a general office address of 5330 E 65th Street, Indianapolis, IN 46220. I make this Declaration in support of Comcast’s Pole Attachment Complaint and Request for Expedited Review in the above-captioned case. I know the following of my own personal knowledge, and if called as a witness in this action, I could and would testify competently to these facts under oath.

2. I have been employed by Comcast for 30 years and have served as Manager of Construction since 2010. In this role, I have responsibility for network construction in Comcast’s Indianapolis cable system extending over nearly 20,000 miles in Indiana.

3. I have reviewed the allegations made in the Pole Attachment Complaint and Request for Expedited Review filed by Comcast in the captioned proceeding as well as the

attachments hereto and verify that they are true and correct to the best of my knowledge, information and belief.

4. Comcast is attached to approximately 100,000 poles owned or controlled by DEI in Indiana.

5. On August 2, 2013, Comcast disputed the DEI invoices that are now the subject of the federal court litigation. Comcast paid certain DEI invoices related to the KDL Windstream d/b/a MetroNet (“KDL”) buildout, but disputed numerous others on several grounds, including that its attachments did not cause the alleged non-compliance. Attached hereto as Attachment 1 is a true and correct copy of a Letter from Maria Browne to Jane Nickles, dated August 2, 2013 disputing the invoices.

6. On August 23, 2013, DEI responded and demanded immediate payment. Attached hereto as Attachment 2 is a true and correct copy of a Letter from Karol Mack to Maria Browne, dated August 23, 2013 setting forth DEI’s response.

7. Since April 2014, DEI has refused to process Comcast’s pole attachment permit applications and thereby denied Comcast access to numerous poles impacting nearly 100 Comcast jobs.

8. Attached hereto as Attachment 3 are true and correct copies of sample communications from DEI denying Comcast’s permit applications.

9. Upon information and belief, DEI’s sole basis for denying Comcast access to its poles, effectively instituting a permit moratorium, relates to Comcast’s dispute of charges for unrelated work associated with a buildout for KDL – a company formerly affiliated with DEI. Those disputed charges are the subject of federal court litigation initiated by DEI.

10. Comcast's attachment applications that DEI has rejected under the permit moratorium do not involve attachments to poles that are the subject of the payment dispute in the litigation. Rather, the permit moratorium enjoins proposed new attachments to be affixed to different poles in diverse rural and urban locations throughout Indiana.

11. Comcast's request that the Commission order Duke to lift its permit moratorium raises no concerns that DEI will not be compensated for supplying pole resources to Comcast. Comcast currently pays DEI in advance for pole attachment rent. Comcast also directly reimburses DEI for other costs associated with its attachments such as for certain inspections, engineering and make-ready work.

12. The DEI permit moratorium has delayed Comcast's planned broadband development, upgrades and services to rural and urban Indiana. A significant amount of time has passed since Comcast submitted applications that were denied as a result of the moratorium. As such, Comcast has had to re-route, and has been forced to undertake significantly more costly, time-consuming construction.

13. Since the moratorium was instituted 19 months ago, DEI has rejected Comcast applications covering a more than 50 attachments and two proposed overlashings. But for the moratorium, Comcast would have submitted additional pole attachment permit applications to DEI. Instead, in some cases, rather than submit additional permit applications to DEI which would have been rejected, Comcast opted to reroute or construct facilities underground. Such rerouting and undergrounding increased the costs and time required to deploy Comcast network.

14. Despite the unlawfulness of DEI's position, in the interest of moving forward with the important work of deploying its broadband network and other valuable services to rural

and urban Indiana, Comcast has sought to work cooperatively with DEI to lift the permit moratorium.

15. Comcast attempted on numerous occasions to meet with DEI business personnel and its counsel to resolve the underlying dispute and the moratorium. Attached hereto as Attachment 4 is a true and correct copy of communications from Comcast, including outside counsel acting on Comcast's behalf, to DEI business personnel and counsel addressing the permit moratorium.

16. DEI has not been receptive to Comcast's requests to resume permit processing.

17. In a letter dated July 6, 2015, Comcast requested that the Enforcement Bureau's Market Disputes Resolution Division mediate the dispute between Comcast and DEI concerning the permit moratorium.

18. The parties spent several weeks working on a mediated solution, which ultimately did not succeed.

19. Given the ongoing litigation and failed mediation efforts, and given that DEI has failed to process Comcast's permit applications, further attempts at negotiation appear to be fruitless.

20. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

By:



James Walters

November 17, 2015

Attachment 1

August 2, 2013

Via E-Mail to: Jane.Nickles@duke-energy.comJane Nickles
Duke Energy**Re: Duke Energy Make-Ready Invoices and Procedures**

Dear Ms. Nickles:

I am writing on behalf of Comcast concerning recent pole attachment make-ready invoices covering West Lafayette, Indiana issued to Comcast by Duke Energy, as well as Duke Energy's overall make-ready process. Comcast has serious concerns about the lack of detail included in Duke Energy's make-ready invoices, the amounts billed by Duke Energy for make-ready work, and Duke Energy's unwillingness to provide Comcast cost estimates prior to the commencement of make-ready work. As detailed below, these practices run afoul of the pole attachment rules and policies of the Federal Communications Commission ("FCC").

Duke Energy's Make-Ready Invoices Are Insufficiently Detailed

The make-ready invoices issued to Comcast by Duke Energy fail to provide adequate detail regarding the make-ready work previously performed. Although the invoices present costs in several broad categories, they do not detail how those costs were derived. The invoices feature a "Summary of Estimated Cost," but the figures contained within do not specify the number of hours or the cost of materials used for particular poles, nor do they detail the hourly or total labor charges for particular make-ready tasks. As a result, it is unclear which costs are associated with which particular poles. This makes it impossible for Comcast to verify the accuracy and reasonableness of the invoiced amounts.

The FCC has ruled that a pole owner's failure to provide sufficiently detailed make-ready billing information is an unreasonable practice. Invoices for make-ready work must include sufficient detail to allow the recipient to verify the necessity and validity of the proposed charges.¹

¹ See *Knology, Inc. v. Georgia Power Co.*, 18 FCC Rcd. 24615 (2003) at ¶¶ 59-62 (2003) ("Knology contends that Georgia Power's provision of bills that do not describe the basis for and components of its make-ready charges impedes Knology's ability to determine whether the charges are reasonable. ... We believe Georgia Power had an obligation to provide a reasonable amount of information sufficient to substantiate its make-ready charges We therefore hold that Georgia Power's refusal to provide the detailed billing information ... was an unreasonable practice under section 224 of the Act. Georgia Power is directed to provide reasonable billing back-up information in the future consistent with the findings in this Order."); see also *2004 New York Pole Order*, 2004 N.Y. PUC LEXIS 306 at *23 ("The

Based on the limited analysis that Comcast is able to do using the information in Duke Energy's make-ready invoices, it appears that the billed amounts in recent invoices are excessive based on the type of make-ready performed. Even if Comcast were responsible for the cost of the make-ready cited in the Duke Energy invoices – something Comcast vigorously disputes – Comcast certainly cannot be expected to write a check for hundreds of thousands of dollars without the information necessary to verify the accuracy of the charges.

Duke Energy Must Provide Comcast with Detailed Make-Ready Cost Estimates Prior to the Commencement of Work

Duke Energy's make-ready process is significantly flawed, and in violation of the FCC's pole attachment rules and policies. These practices must be modified immediately.

In a properly conducted make-ready process, the parties participate in a joint ride-out or walk-out to survey the poles in question. The pole owner then provides a detailed make-ready cost estimate, which states with particularity the costs associated with various make-ready tasks for each pole. The attachers who are deemed responsible for the costs of make-ready work then approve and/or pre-pay for the work. Only at that point is the actual make-ready work performed. Finally, any differences between estimated and actual costs are trued-up between the parties after the work is completed. Since 2011, FCC rules have mandated this four-step process for make-ready: (1) survey, (2) estimate, (3) attacher acceptance, and (4) make-ready. This process was adopted in the FCC's April 2011 *Pole Attachment Order*² and has been codified in FCC Rule 1.1420, 47 C.F.R. § 1.1420.

Instead of following this process – which is standard practice for virtually every other pole owner – Duke Energy has been performing make-ready work immediately after the joint walk-outs, routinely skipping over the estimate and attacher acceptance steps, and charging forward with make-ready work that has not been agreed to by Comcast. Comcast simply gets a non-detailed invoice after the work has already been performed. In fact, in at least one instance where Comcast indicated that it would move its facilities underground rather than pay for proposed make-ready work, Duke Energy informed Comcast that it was too late, the work had already been done, and demanded payment. In short, Duke Energy's make-ready process makes it impossible for Comcast to evaluate alternatives to attaching on Duke Energy's poles or assessing whether the cost of make-ready work is economically justified.

Moreover, Duke Energy has been inconsistent regarding the amount of response time provided Comcast. Comcast personnel have been told at various times that Duke Energy will proceed with work on alleged safety violations within anywhere from one week to 30 days after Comcast

make-ready invoice shall include at a minimum: date of work, description of work, location of work, unit cost or labor cost per hour, cost of itemized material and any miscellaneous charges.”).

² *Implementation of Section 224 of the Act*, Report and Order and Order on Reconsideration, 26 FCC Rcd. 5240 at ¶¶ 21-73 (2011).

has been notified. This inconsistency is unfair to attachers who must make important business decisions regarding make-ready costs and potential alternatives.

Duke Energy is required to abide by FCC rules governing the make-ready process,³ including the cost estimate step mandated by 47 C.F.R. § 1.1420(c): “a utility shall present to a cable operator ... an estimate of charges to perform all necessary make-ready work within 14 days.” Thus, Comcast must always receive cost estimates in advance of the performance of make-ready work, and those cost estimates must provide detailed information sufficient for Comcast to evaluate the reasonableness and necessity of the work, in accordance with FCC mandates. *See Petition of WorldCom, Inc.*, Memorandum Opinion and Order, 17 FCC Rcd. 27039 at ¶¶ 760-761 (2002) (“Verizon will advise WorldCom via e-mail of the estimated charges for the necessary make-ready work. ... We direct Verizon to provide WorldCom with its requested level of detail ...”).

Finally, 47 C.F.R. § 1.1420(c) mandates that Comcast has at least 14 days to evaluate and accept any make-ready cost estimate, so Duke Energy may not lawfully impose a shorter deadline.

* * *

Comcast looks forward to discussing this matter with Duke Energy in more detail and reaching a mutually satisfactory resolution. Please contact me at your earliest convenience to discuss this matter or direct me to the appropriate person(s) who is/are responsible for make-ready issues.

Sincerely,

/s/ Maria T. Browne
Maria T. Browne
Davis Wright Tremain LLP

Counsel for Comcast

³ Although the parties’ pole attachment agreement does not expressly mandate a cost estimate as part of the make-ready process, FCC Rule 1.1410 permits the Commission to “terminate” unreasonable contractual terms and conditions and “substitute in the pole attachment agreement the just and reasonable rate, term or condition established by the Commission.” 47 C.F.R. § 1.1410(a) and (b).

Attachment 2



OFFICE OF THE GENERAL COUNSEL

DUKE ENERGY
DEC45A / PO. Box 1321
CHARLOTTE, NC 28201

KAROL P. MACK
Associate General Counsel

Duke Energy Corporation
550 South Tryon Street -- DEC45A
Charlotte, NC 28202

704.382.8165 office
980.373.9727 fax
Karol.Mack@duke-energy.com

August 23, 2013

Ms. Maria T. Browne
Davis Wright Tremaine, LLP
1919 Pennsylvania Avenue, NW
Suite 800
Washington, DC 20006-3401

Re: *Duke Energy Indiana Make-Ready Invoices and Procedures*

Dear Ms. Browne:

Jane Nickles, with Duke Energy Indiana, Inc. ("DEI"), forwarded to me your August 2, 2013 letter for review and response. I am hopeful this response letter will resolve at least some of Comcast's concerns. If there are further matters to discuss, DEI is happy to participate in discussions involving the appropriate operational and/or legal personnel from each company.

Outstanding Invoices (West Lafayette, IN)

It is my understanding that the present disagreement between DEI and Comcast arose out of seven (7) invoices for work performed on Comcast's behalf since early 2013 in West Lafayette, IN. The seven invoices at issue, and their respective amounts, are as follows:

Invoice No.	Amount	Date of Invoice
PO358360202	\$186,705	2/22/13
PO361184602	\$33,650	3/21/13
PO390913002	\$151,517	3/13/13
PO394833202	\$127,727	3/27/13
PO398161505	\$180,107	5/14/13
PO398162502	\$14,330	4/27/13
PO375201002	\$88,599	4/10/13
PO385166402	\$20,229	2/22/13

DEI has not received payment on any of these invoices, all of which are at least 60 days past due, and one of which is more than 150 days past due. These invoices total \$802,864, excluding interest. This entire amount relates to costs incurred by DEI in correcting clearance and other Comcast safety violations discovered during surveys (in which Comcast participated) to evaluate permit requests from KDL. These charges are not for make-ready work performed to accommodate new or modified Comcast attachments on DEI poles.

Section 6 of the Master License Agreement between the parties provides that Comcast "shall, at its own expense, maintain all of its own attachments in accordance with the Specifications referred to above, and keep them in safe condition and in repair." Section 9(b) states: "If Licensee shall default in the performance of any work it is obligated to do at its sole expense under this agreement, the Licensor may elect to do such work and the Licensee shall reimburse the Licensor for the cost thereof within fifteen (15) days from the date of Licensor's invoice to Licensee."

Please ask Comcast to pay these invoices immediately. If Comcast believes that some of the charges are (or may be) unreasonable, and in the event the parties cannot resolve the dispute on their own, there is a procedural mechanism available to Comcast for refund of alleged overpayments.

The Survey Process

Even assuming the present dispute related to invoices for make-ready work performed to accommodate a new or modified Comcast attachment, DEI's process still involves ample notice and detail to Comcast. Whether in connection with a Comcast permit request, or a permit request for another attacher that impacts Comcast, all affected parties participate in a common ride-out to evaluate the poles likely in need of make-ready. During this common ride-out, the parties also collectively determine, based on field review: (1) the appropriate make-ready solution; and (2) how the cost of those solutions are allocated among the parties. These decisions are made by the parties' personnel during the ride-out and the solutions are then converted into a work order based on the field notes.

In other words, the decisions as to "who is doing what" on a given project are actually made with participation of all affected parties prior to the creation of the work order. Further, the parties are able to determine during the field survey which party (new attacher vs. one or more existing attachers) should bear cost responsibility for the cost of specific solutions. This process has served all parties well by not only expediting access for all parties, but also by expediting resolution of existing violations.

The Documentation of Charges for Make-Ready Work

Your August 2 letter is correct that the invoice itself contains minimal detail or other itemization of the charges included. But there are at least two other documents Comcast receives prior to or contemporaneously with each make-ready invoice (or any other invoice for work performed on Comcast's behalf): (1) the Work Order Authorization; and (2) a spreadsheet that itemizes the specific work performed on each pole and each span within the job. These two documents provide significant detail supporting the charges set forth in the invoice.

By way of example, I am enclosing for your review an entire “packet” relating to Invoice No. PO375201002. The “02” at the end of the invoice number means it is the second invoice created in connection with this particular job. There are often multiple invoices in connection with a particular job because multiple parties (including DEI) will bear cost responsibility for certain parts of the job. In the case of the enclosed example, Invoice No. PO375201002 (\$88,599) was for Comcast’s share of the particular job, as reflected in the corresponding Work Order Authorization.

The Work Order Authorization not only bears a description of the project that corresponds to the invoice (compare “KDL Windstream-Lafayette PH12” on invoice with “KDL/Windstream/Metronet Rte – Lafayette PHASE 12 REV” on Work Order), but also bears the number “3752010” for identification purposes (see upper left hand corner of Work Order Authorization). The cost set forth in the Work Order Authorization is a quantification of the work for which Comcast bears cost responsibility, and is described with greater particularity on the spreadsheet.

The corresponding spreadsheet, like the Work Order Authorization, bears the work request number “3752010” in the upper left hand corner and also includes the project description “KDL/Windstream Metronet Rte – Lafayette – PHASE 12.” The spreadsheet provides detailed information regarding the work necessary on each pole and within each span that are part of the entire job. The spreadsheet also identifies the party responsible for the work on a particular pole or span. For example, as shown in the enclosed spreadsheet, the total job includes work on 41 poles and 36 spans. The first pole or span for which Comcast bears responsibility is “P8.” The identifier “CC” to the right of “P8” identifies this particular piece of work as the responsibility of Comcast. The actual work required on “P8” not only is described with specificity (see “DEnewSec; Raise2”Rz12”), but also is further itemized/unitized immediately below this description.

Applicable Law

DEI believes this level of billing detail meets or exceeds any FCC requirements that may exist, and is both commercially reasonable and consistent with industry practice. We are not aware of any statutory provision or FCC regulation that directly addresses the level of detail required in connection with such invoices. Further, the FCC cases cited in your August 2 letter (which relate to specific disputes between other parties) do not seem to require anything more than what DEI currently provides—and may even require less.

In the Knology v. Georgia Power case, Georgia Power was providing Knology with *no billing detail at all* on the grounds that, under the parties’ agreement, it had no obligation to provide detail until the true-up process and that it should be compensated for the extra work involved in preparing the billing detail. The FCC merely held, on that particular record, “that Georgia Power’s refusal to provide the detailed billing information that Knology requested in June 2001, *on the specific grounds Georgia Power has asserted*, was an unreasonable practice under section 224 of the Act.” 18 FCC Rcd. 24615, ¶ 62 (2003) (emphasis added). Even if the case stood for the generic proposition that a pole owner has an “obligation to provide a reasonable amount of information sufficient to substantiate its make-ready charges,” DEI believes its existing documentation protocol more than meets that standard.

In the WorldCom case, the FCC appeared to find reasonable a far-less-specific approach than currently utilized by DEI. Specifically, the FCC stated:

We direct Verizon to provide WorldCom with its requested level of detail, consistent with the mutually acceptable compromise on this issue the parties reached at the hearing. Specifically, WorldCom's witness testified that *it would suffice if, in the cost-estimate e-mail sent to WorldCom, Verizon were to describe the make-ready work Verizon would perform for WorldCom, where it would be performed, and what other companies, if any, would be involved with the work. . . .* We find this approach reasonable.

In re WorldCom, Inc., 17 FCC Rcd. 27039, ¶ 761 (2002) (emphasis added).

Timing of Documentation

Your August 2 letter states that DEI “charg[es] forward with make-ready work that has not been agreed to by Comcast” and that “Comcast simply gets a non-detailed invoice after the work has already been performed.” Neither of these statements comports with my understanding of the process. First, as noted above, Comcast actually participates in the common ride-out during which all affected parties collectively discuss and determine the appropriate make-ready solutions. Thus, from DEI’s perspective at least, Comcast has very much agreed to the make-ready before the Work Order Authorization is even generated. Second, DEI sends Comcast the Work Order Authorization and accompanying spreadsheet before any work is performed.

The paragraph of your August 2 letter that straddles pp. 2-3 seems to further contradict the assertion that Comcast simply gets after-the-fact notice of make-ready work, because it references the work being performed “anywhere from one week to 30 days after Comcast has been notified.” The point this paragraph of your letter appears to be making, though, is that the make-ready work is actually being performed too quickly. When Comcast is the permitting attacher, it seems satisfied with the efficiency of DEI’s existing process. In the particular context of the present dispute, KDL—not Comcast—is the permitting attacher. Though we can understand why Comcast would want to slow down KDL’s deployment, we do not think it is fair (or consistent with the FCC’s non-discriminatory access requirements) for Comcast to benefit from DEI’s current process as the permitting attacher, but cry foul when the permitting attacher is a competitor. That said, if there are reasonable adjustments in the process that can be made without unfairly tilting the playing field in favor of the incumbent attacher, we are open to discussion.

Next Steps

As set forth above, please ask Comcast to pay the outstanding invoices immediately. There is no reason to delay payment, even if the parties intend to move forward with discussions about the existing processes.

Ms. Maria T. Browne
August 23, 2013
Page 5 of 5

With respect to further discussions, if Comcast still believes they are necessary, please propose some dates in the second half of September and let us know who from Comcast would be participating. This will allow DEI to staff the meeting appropriately and coordinate the necessary schedules. We are willing to schedule this either as an in-person meeting or as a conference call, depending on Comcast's preference.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Karol P. Mack". The signature is written in a cursive style with a large, stylized 'K' and 'M'.

Karol P. Mack
Associate General Counsel

Enclosures

Attachment 3

Comcast REQUEST FOR POLE FACILITIES JOINT CONSTRUCTION		1410 No _____ Sheet 1 of 1
To Duke Energy		Date 08/07/14
the following changes or additions are proposed		
Comcast request permission to contact 12 poles.		
Comcast to install 1- .500" Fiber Optic Cable with 1- 6M guy messenger, total dia. of .85"		
Location: Vic. Us Hwy 31 and 191st St Westfield, In Hamilton County		
Prints attached.		
Please note a complete list of the pole numbers are listed below.		
Work to be started ASAP Contact: Phil Brown (317) 446-1254		
Special Note: _____ PLB Engineering, LLC.		
Map Section _____		
Are facilities buried in this area? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Request Permission to Contact the following Poles :		
Pole #	Map Sec.	
Pole #	Map Sec.	
HMI 14527	3	
HMI 14528	3	
HMI 14529	3	
HMI 14530	3	
HMI 14531	3	
HMI 14532	3	
HMI 14533	3	
HMI 14534	3	
HMI 14535	3	
HMI 14536	3	
HMI 14537	2	
HMI 14538	2	
See attached prints		Engineer Seal:
Approved _____ Rejected _____ NAME _____		THIS SPACE FOR COMPANY RECORD DATA
Company DUKE ENERGY - NEW ATTACHMENTS - COMCAST SUSPENDED		Completed _____ G. O. No. _____ Date _____
USE REVERSE SIDE IF NECESSARY		

From: Krysten Crews <krysten.crews@yahoo.com>
Date: March 3, 2015 at 12:04:16 PM EST
To: Kevin Maxwell <kmaxwell@plbengineering.com>
Subject: Fw: Fwd: [SPANS] CC7007-15 - CR - Comment
Reply-To: Krysten Crews <krysten.crews@yahoo.com>

Krysten Crews
***OCM Engineering/
Onpoint Construction***

(317)644-0949

On Tuesday, March 3, 2015 9:35 AM, Krysten Crews <krysten.crews@yahoo.com> wrote:

Duke has came back and said Proposal is rejected. Comcast is suspended from new attachments.

Krysten Crews
***OCM Engineering/
Onpoint Construction***

(317)644-0949

On Monday, March 2, 2015 9:29 PM, "plbrown1@sbcglobal.net" <plbrown1@sbcglobal.net> wrote:

FYI

Phil Brown
[\(317\) 446-1254](tel:3174461254)

Begin forwarded message:

From: noreply@wlsspans.com
Date: March 2, 2015 at 9:03:54 PM EST
To: plbrown1@sbcglobal.net
Subject: [SPANS] CC7007-15 - CR - Comment

PLEASE DO NOT REPLY TO THIS E-MAIL.

Jeremy Gibson, representing **Duke**, has added a comment to a proposal in **Pendleton (Town of)** in **Madison County**. The proposal location is described as **7832 West County Road 650 West, Pendleton, IN**. The reason for work is indicated as **Normal**. The proposal involves the following action(s): **EJU or Add Contact**. The Proposal Number is [CC7007-15](#).

Comment:

This proposal has been rejected. Comcast is currently suspended from new attachments.

COM's Area is Values Not Available
COM's Work Order is N/A
COM-owned Poles is 0
COM's Responsible User is Brown, Phil

1503COM0004DEI
Duke's Area is
Duke's Work Order is
Duke-owned Poles is 6
Duke's Responsible User is Gibson, Jeremy

The proposal involves **0 Existing 2-Poles**.

From: noreply@wissspans.com
Date: March 2, 2015 at 9:03:54 PM EST
To: plbrown1@sbcglobal.net
Subject: [SPANS] CC7007-15 - CR - Comment

PLEASE DO NOT REPLY TO THIS E-MAIL.

Jeremy Gibson, representing **Duke**, has added a comment to a proposal in **Pendleton (Town of)** in **Madison County**. The proposal location is described as **7832 West County Road 650 West, Pendleton, IN**. The reason for work is indicated as **Normal**. The proposal involves the following action(s): **EJU or Add Contact**. The Proposal Number is **CC7007-15**.

Comment:

This proposal has been rejected. Comcast is currently suspended from new attachments.

COM's Area is Values Not Available
COM's Work Order is N/A
COM-owned Poles is 0
COM's Responsible User is Brown, Phil

1503COM0004DEI
Duke's Area is
Duke's Work Order is
Duke-owned Poles is 6
Duke's Responsible User is Gibson, Jeremy

The proposal involves **0 Existing 2-Poles**.

SPANS

Powered by World Lake

Attachment Proposal

Proposal Number: CC7031-15

Proposal Subtype: Attachment Proposal

Proposal Status: Replied; Pending Acknowledgement

- ☒ **COM Information - Initiator**
- ☒ **Duke Information - Respondent**
- ☒ **Proposal (8/7/2015 11:45 AM EDT)**
- ☒ **Reply (8/7/2015 11:59 AM EDT)**

Proposal Revision Requested	No Revision Requested
Duke Proposal Number	1508COM0059DEI
Duke Reply Due Date	10/5/2015
Duke Due Date Extension Comments	
Survey Required	Not Required
Duke Area	Pfcd/Dnville
Duke Work Order Number	NA
Duke Project Code	MKRDYIN
Work Order Design Completion Date	
Post Inspection Required	Not Required
Attachment Approval Conditions	None
Other Billing to COM	\$ 0.00
Proposal Fee to COM	\$ 50.00
Total Costs to COM	\$ 50.00
Duke Approved By	Gibson, Jeremy 513-287-3274
Duke Approved Date	8/7/2015
Comments	This proposal has been rejected. All attachments are denied. Comcast is currently suspended from new attachments to Duke poles.
Transmitted By	Gibson, Jeremy
Transmitted Date	8/7/2015 11:59:27 AM EDT

☒ **Acknowledgement (pending)**

Revision Required	
First Construction By	
Proposal Fee to COM	\$ 50.00

Purchase Cost to COM	\$ 0.00
Ex Height Billing to COM	\$ 0.00
Sac Life Billing to COM	\$ 0.00
Total Costs to COM	\$ 50.00
Purchase Cost to Duke	\$ 0.00
Ex Height Billing to Duke	\$ 0.00
Sac Life Billing to Duke	\$ 0.00
COM Approved By	
COM Approved Date	
Comments	

**Attachment Proposal****Proposal Number: CC7032-15****Proposal Subtype: Attachment Proposal****Proposal Status: Replied; Pending Acknowledgement**

- ☒ **COM Information - Initiator**
- ☒ **Duke Information - Respondent**
- ☒ **Proposal (8/11/2015 12:01 PM EDT)**
- ☒ **Reply (8/11/2015 2:19 PM EDT)**
- ☒ **Duke Comment (8/11/2015 2:19 PM EDT)**

Comments

Comments By

Comments Date

This Proposal has been rejected. Comcast is suspended from new attachments on Duke Energy poles.

Gibson, Jeremy

8/11/2015 2:19:36 PM EDT

☒ **Acknowledgement (pending)**

Revision Required

First Construction By

Proposal Fee to COM \$ 50.00

Purchase Cost to COM \$ 0.00

Ex Height Billing to COM \$ 0.00

Sac Life Billing to COM \$ 0.00

Total Costs to COM \$ 50.00

Purchase Cost to Duke \$ 0.00

Ex Height Billing to Duke \$ 0.00

Sac Life Billing to Duke \$ 0.00

COM Approved By

COM Approved Date

Comments



Attachment Proposal

Proposal Number: CC7046-15

Proposal Subtype: Attachment Proposal

Proposal Status: Replied; Pending Acknowledgement

- ☒ **COM Information - Initiator**
- ☒ **Duke Information - Respondent**
- ☒ **Proposal (10/22/2015 2:41 PM EDT)**
- ☒ **Reply (10/26/2015 10:05 AM EDT)**
- ☒ **Duke Comment (10/26/2015 10:05 AM EDT)**

Comments	Comcast is currently suspended from new attachments to Duke Energy facilities and all attachments have been denied.
Comments By	Gibson, Jeremy
Comments Date	10/26/2015 10:05:32 AM EDT

☒ **Acknowledgement (pending)**

Revision Required

First Construction By

Proposal Fee to COM	\$ 50.00
Purchase Cost to COM	\$ 0.00
Ex Height Billing to COM	\$ 0.00
Sac Life Billing to COM	\$ 0.00
Total Costs to COM	\$ 50.00
Purchase Cost to Duke	\$ 0.00
Ex Height Billing to Duke	\$ 0.00
Sac Life Billing to Duke	\$ 0.00

COM Approved By

COM Approved Date

Comments